

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

IN RE:)	
ERIC F. MALAVE)	CHAPTER 13
<u>Debtor(s)</u>)	
)	CASE NO. 14-16613 (MDC)
AMERICAN HONDA FINANCE CORPORATION)	
<u>Moving Party</u>)	HEARING DATE: <u>3-6-18 at 10:30 AM</u>
v.)	
)	
ERIC F. MALAVE)	11 U.S.C. 362
FERNANDO BENITEZ)	
<u>Debtor(s)</u>)	11 U.S.C. 1301
)	
WILLIAM C. MILLER)	
<u>Trustee</u>)	
)	

MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND CO-DEBTOR STAY

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Comes now American Honda Finance Corporation (“Honda”) filing this its Motion For Relief From The Automatic Stay And Co-Debtor Stay (“Motion”), and in support thereof, would respectfully show:

1. On August 19, 2014, Eric F. Malave filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. 105, 361, 362, 1301 and 28 U.S.C. 157 and 1334.
3. On January 11, 2014, the debtor and the co-debtor Fernando Benitez entered into a retail installment contract for a 2014 Honda Civic bearing vehicle identification number 19XFB2F54EE201367. The contract was assigned to American Honda Finance Corporation and the debtor(s) became indebted to Honda in accordance with the terms of same. Honda is designated as first lien holder on the title to the vehicle and holds a first purchase money security

interest in vehicle. True copies of the contract and the title inquiry to the vehicle are annexed hereto as Exhibits A and B.

4. As of January 30, 2018, the debtor's account with Honda had a net loan balance of \$11,617.98.

5. According to the January 2018 NADA Official Used Car Guide, the vehicle has a current retail value of \$9,350.00.

6. The debtors' account is delinquent from December 11, 2017 to January 11, 2018 with arrears in the amount of \$926.00.

7. Honda alleges that the automatic stay and co-debtor stay should be lifted for cause under 11 U.S.C. 362(d)(1) and 11 U.S.C. 1301 in that Honda lacks adequate protection of its interest in the vehicle as evidenced by the following:

(a) The debtor is failing to make payments in accordance with the loan agreement and is failing to provide Honda with adequate protection.

WHEREFORE PREMISES CONSIDERED, American Honda Finance Corporation respectfully requests that upon final hearing of this Motion, (1) the automatic stay will be terminated as to Honda to permit Honda to seek its statutory and other available remedies; (2) that the co-debtor stay will be terminated as to Honda to permit Honda to seek its statutory and other available remedies; (3) that the stay and co-debtor stay terminate upon entry of this Order pursuant to the authority granted by Fed.R.Bank.P., Rule 4001(a)(3) and (4) Honda be granted such other and further relief as is just.

Respectfully submitted,

/s/ William E. Craig

William E. Craig

Morton & Craig LLC

110 Marter Avenue, Suite 301

Moorestown, NJ 08057

Phone: 856-866-0100, Fax: 856-722-1554

Local Counsel for American Honda Finance Corporation